

MEMORANDUM OF LEASE

akla Phil G. Ruffin akla Phil Ruffin

This is a Memorandum of that certain unrecorded Lease dated as of June 9, 1993 by and between Phillip G. Ruffin and Lynne A. Ruffin, husband and wife, whose address is P. O. Box 17087, Wichita, Kansas 67217 and Town & Country Food Markets, Inc., a Kansas corporation, whose address is c/o Phillip G. Ruffin, P. O. Box 17087, Wichita, Kansas 67217 ("Lessor") and Total Petroleum, Inc., whose address is 999 18th Street, Suite 2201, Denver, Colorado 80201 ("Lessee"), concerning the premises described on Exhibit A attached hereto (hereinafter the "Premises").

For good and valuable consideration, Lessor has leased the Premises, together with the building located thereon, to Lessee, and Lessee has hired the same from Lessor, for the term and under the provisions contained in the above-mentioned unrecorded Lease, which unrecorded Lease is incorporated in this Memorandum by this reference.

The term of this Lease commenced June 9, 1993 and will run through June 8, 2013, unless earlier terminated or extended pursuant to the terms of the unrecorded Lease (the "Initial Term").

In Section 2.3, the Lease provides Lessee with an option to extend said Lease for an additional term of ten (10) years on conditions contained in the Lease (the "Renewal Term").

In Section 2.4, the Lease provides that in lieu of Lessee's option to extend the Lease as described in Section 2.3, Lessee shall have an option to purchase the Premises at the end of the Initial Term of the Lease. Section 2.7 provides Lessee with the same option to purchase the Premises prior to the expiration of the Renewal Term, if any.

In Section 2.5, the Lease provides that Lessee shall have a right of first refusal with respect to any bona fide offer Landlord receives during the term of the Lease for purchase of all or a portion of the Premises.

This Memorandum is not a complete summary of the Lease. Provisions in this Memorandum shall not be used in interpreting the Lease provisions. In the event of conflict between this Memorandum and the unrecorded Lease, the unrecorded Lease shall control.

IN WITNESS WHEREOF, the parties have executed this Memorandum effective as of June 9, 1993.

TOTAL PETROLEUM, INC.

By: Jeffrey A. Jones  
Jeffrey A. Jones  
Vice President,  
Marketing Services

146676 BK 1079 R 31-279 FB  
CASH TYPE Misc PG 370-373 C/O COMP 373 SCAN RV  
FEE 21.00 OF MISC LEGL PG 373 MC FV

RECEIVED

JUN 21 1 52 PM '93

GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

**PHILLIP G. RUFFIN**

**LYNNE A. RUFFIN**

**THE TOWN & COUNTRY FOOD  
MARKETS, INC.**

**By:**

**Its:**

STATE OF COLORADO )  
 ) ss  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 7th day of June, 1993, by Jerry A. Jones, the Vice President, Marketing Services of Total Petroleum, Inc., a Michigan corporation, on behalf of said corporation.

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

Notary Public, County of Denver  
State of Colorado

**My Commission expires: September 2, 1993**

STATE OF KANSAS            )  
                                  ) ss  
COUNTY OF SEDGWICK)

BEFORE ME, a notary public in and for said County and State, personally appeared Phillip G. Ruffin, individually, who respectively acknowledged execution of the foregoing Memorandum of Lease for his own behalf and who, having been duly sworn, states that the representations therein contained are true.

WITNESS my hand and notarial seal this 9th day of June, 1993.

**Notary Public**

**My Commission Expires:**

March 23, 1995

**MOVITA R. FORRESTER**  
Notary Public St. of Kansas  
My Appt. Exp. 3-23-95

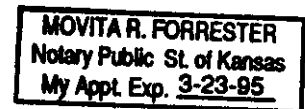
STATE OF KANSAS     )  
                              ) ss  
COUNTY OF SEDGWICK)

BEFORE ME, a notary public in and for said County and State, personally appeared Lynne A. Ruffin, individually, who respectively acknowledged execution of the foregoing Memorandum of Lease for her own behalf and who, having been duly sworn, states that the representations therein contained are true.

WITNESS my hand and notarial seal this 9th day of June, 1993.

Movita R. Forrester  
Notary Public

My Commission Expires:  
March 27, 1995



STATE OF KANSAS     )  
                              ) ss  
COUNTY OF SEDGWICK)

BEFORE ME, a notary public in and for said County and State, personally appeared Phillip G. Ruffin, individually, and as President of Town & Country Food Markets, Inc., a Kansas corporation, who respectively acknowledged execution of the foregoing Memorandum of Lease for his own behalf and on behalf of Town & Country Food Markets, Inc., and who having been duly sworn, states that the representations therein contained are true.

WITNESS my hand and notarial seal this 9th day of June, 1993.

Movita R. Forrester  
Notary Public

My Commission Expires:  
March 23, 1995

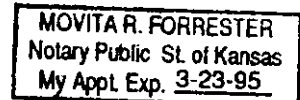


EXHIBIT A

LEGAL DESCRIPTION

The following is the legal description for that certain real estate situated in the City of Omaha, County of Douglas, State of Nebraska, to-wit:

Lots 5 and 6, in Block 4, in WEST LAWN PARK ADDITION, an Addition to the City of Omaha, as surveyed, platted, and recorded, in Douglas County, Nebraska.

55-42700

Known and numbered as 6221 Center Street,  
Omaha, Nebraska 68106.